



STATE OF ARIZONA
Department of Health Services

NOTICE OF REQUEST FOR PROPOSALS

**ARIZONA DEPARTMENT
OF HEALTH SERVICES**
1740 West Adams Street
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

SOLICITATION NUMBER:

SOLICITATION NUMBER: **HP532179**

SOLICITATION DUE
DATE/TIME:

Solicitation Due Date: March 31, 2005

at 3:00 P.M. MST

SUBMITTAL LOCATION:

**Arizona Department of Health Services
Office of Procurement
1740 West Adams Street, Room 303
Phoenix, Arizona 85007**

DESCRIPTION:

**Training/Coaching and Consultation for the Projects for
Assistance in Transitions from Homelessness (PATH) Grant**

PRE-OFFER CONFERENCE:

February 23, 2005

9:00 a.m.

150 N. 18th Avenue

2nd Floor, Room 295B

Date

Time

Location

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the services specified will be received by the Arizona Department of Health Services at the above specified location, until the time and date cited. Offers received by the correct time and date will be opened and the name of each offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Health Services on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed envelope or package with the Solicitation number and the offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this solicitation.

With 72 hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation Contact Person named below.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION

Solicitation Contact Person:

Hannah Wright Lucas

Name

Jon Medwin, MBA, C.P.M., CPPO, CPPB, CGFM

Assistant Procurement Administrator

(602) 542-1040

Telephone Number

01/31/2005

Date

<p style="text-align: center;">UNIFORM INSTRUCTIONS TO OFFERORS SOLICITATION NO. HP532179</p>

A. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments, and any terms applied by law.
3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
4. *"Contractor"* means any person who has a Contract with the State.
5. *"Days"* means calendar days unless otherwise specified.
6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
7. *"Offer"* means bid, proposal or quotation.
8. *"Offeror"* means a vendor who responds to a Solicitation.
9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

B. Inquiries

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

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4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

C. Offer Preparation

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids, unless the solicitation indicated otherwise.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
 - i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
 - ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.

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7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the State for the purposes of reporting to appropriate taxing authorities, monies paid by the State under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation when applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibilities of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 12.1 Special Terms and Conditions;
 - 12.2 Uniform Terms and Conditions;
 - 12.3 Statement or Scope of Work;
 - 12.4 Specifications;
 - 12.5 Attachments;
 - 12.6 Exhibits;
 - 12.7 Special Instructions to Offerors;
 - 12.8 Uniform Instructions to Offerors.
 - 12.9 Other documents referenced or included in the Solicitation.
13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

D. Submission of Offer

- 1 Sealed Envelope or Package. Except for electronic submissions, when authorized, each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.

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- 2 Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 3 Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice, which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4 Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:
 - i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
 - ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

E. Evaluation

- 1 Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 2 Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
- 3 Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 4 Disqualification. A Offeror (including any of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
- 5 Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- 6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
 - 6.1 Waive any minor informality;
 - 6.2 Reject any and all Offers or portions thereof; or
 - 6.3 Cancel the Solicitation.

F. Award

- 1 Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.

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- 2 Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 3 Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

G. Protests.

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 1.1 The name, address and telephone number of the protester;
- 1.2 The signature of the protester or its representative;
- 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 1.5 The form of relief requested.

H. Comments Welcome

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona, 85007.

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1. **PRE-OFFER CONFERENCE**

Prospective offerors are invited to attend a pre-proposal conference. The date, time and location of this conference are indicated on the solicitation cover sheet. The purpose of this conference will be to clarify the contents of this request for proposals in order to prevent any misunderstanding of the Department's position. Any doubt as to the requirements of this request for proposals or any apparent omission or discrepancy should be presented to the Department at this conference. The Department will then determine the appropriate action necessary, if any, and issue a written amendment to the request for proposals. Oral statements or instructions shall not constitute an amendment to this request for proposals.

2. **OFFER ACCEPTANCE (120 DAYS)**

In order to allow for an adequate evaluation, the Department requires an offer in response to this solicitation to be valid and irrevocable for 120 (one hundred twenty) days after the opening time and date.

3. **PROPOSAL FORMAT:**

One (1) original and three (3) copies of each proposal shall be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "ORIGINAL". The material should be in sequence and related to the RFP. The Department will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. The proposal should include at least the following information:

3.1. **Experience, Expertise and Reliability:**

- 3.1.1 A summary of the offeror's experience, expertise and reliability with Training, Coaching and Consultation. Summary shall not exceed four (4) pages.
- 3.1.2. Background information on the offeror, which may include reports prepared for clients, and information regarding past or current projects. Background information should be related to the service described in the Scope of Work Section.
- 3.1.3. Resumes of its key persons responsible for the delivery of the service. If any part of the offerors work on any contract awarded pursuant to this RFP is to be performed by subcontractors or consultants, the offeror shall identify such parties and describe their functions, as well as the contractual agreements with said parties.
- 3.1.4. References: Offerors shall submit names and telephone numbers of prior or current customers who have received similar services from the offeror. The references shall include dates and descriptions of services provides. At least three (3) references must be submitted.
- 3.1.5. Offeror shall provide additional information regarding skills, training, and unique situations encountered related to their professional experiences, and a description of the process used to resolve the situations.

3.2. **Method of approach for Scope of Services, paragraphs 3.4 – 3.10:**

- 3.2.1 The offeror shall prepare and submit written narratives for each service tasks (Scope of Work section, Paragraph 3. Scope of Services, paragraphs 3.4 – 3.10) describing the offerors approach methodologies utilized in the performance of the service tasks. The narratives should include the following;

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3.2.1.1 Examples of a prior projects with activities similar to those listed in the Scope of Services, a description of the customers project, the approach used to complete tasks, recommendations made to the client and justification for such recommendations, and the project outcome.

3.2.1.2 Evidence of previous projects completed within the last three (3) years related to public health, government, or non-profit organizations.

3.2.1.2 A description of staff resources available to complete service tasks.

3.3 Method of approach for Scope of Services, paragraphs 3.1 – 3.3 and 3.11.

3.3.1 The offeror shall prepare and submit a written narrative describing the offerors approach methodologies utilized in the performance of meeting requirements for the Scope of Work section, Paragraph 3. Scope of Services, paragraphs 3.1 through 3.3 and paragraph 3.11.

3.3.2 The narrative should include a description of how the offer will meet the needs identified and approach the following areas: Linkages to Other Service Providers, Services for People who are homeless/SMI not supported by PATH funds, Gaps in Homeless Outreach Services, and Referral Sources.

3.4. Offer and Acceptance page, signed and dated by the authorized signatory

3.5. Completed notice, correspondence, reports and payments to the Contractor

3.6. Price Sheet/Fee Schedule, completed with proposed unit and annual rates

4. **PROPOSAL OPENING:**

Proposals shall be opened publicly at the time and place designated on the cover page of this document. The name of each offeror shall be read publicly and recorded. Prices will NOT be read. Proposals will not be subject to public inspection until after contract awards.

5. **EVALUATION CRITERIA:**

In accordance with the A.R.S. § 41-2534, competitive sealed proposals, awards shall be made to the responsive and responsible offeror whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in the relative order of importance.

5.1. Method of approach

5.2. Experience, expertise and reliability in providing similar services

5.3. Cost

5.4. Conformance to the RFP requirements

6. **SUBMISSION OF PROPOSALS**

Proposal packages should be organized and submitted in the following sequence:

6.1. Signed Offer and Acceptance Document and sign Solicitation Amendments if applicable;

6.2. Scope of Work Section, pages 23 – 31;

6.2. Scope of Work: Narrative response describing approach and performance methodologies for each service task;

6.3. Summary of the Offerors experience, expertise, and reliability;

6.4. References;

6.5. Resumes;

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- 6.6. Other information as described on page 7, paragraph 3.1.5;
- 6.7. Background Information, as described on page 7, paragraph 3.1.2;
- 6.8. Completed Price Sheet;
- 6.9. Uniform Terms and Conditions;
- 6.10. Special Terms and Conditions.

7. DISCUSSIONS

In accordance with A.R.S. §41-2534, after the initial receipt of proposals, the Department reserves the option to conduct discussions with those offerors who submit proposals determined by the Department to be reasonably susceptible of being selected for award or regarding the contract and the relative methods of approach for furnishing the required service.

8. NON-EXCLUSIVE CONTRACT :

Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the state of Arizona. The state reserves the rights to obtain like goods or services from another source when necessary. Only the State Procurement Administrator may approve an off-contract purchase request (SPO form 150). Approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the Arizona procurement code.

9. MULTIPLE AWARDS

The state has a large number and variety of potential using agencies at locations throughout Arizona. In order to assure that any ensuing contracts will allow the state to fulfill current and future requirements, the state reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the state. Each potential contractor should take the fact that the state may make multiple awards into consideration

10. CONFIDENTIAL INFORMATION:

- 10.1 If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
- 10.2 The information identified by the person as confidential shall not be disclosed until the director makes a written determination.
- 10.3 The director shall review the statement and information and shall determine in writing whether the information shall be withheld.
- 10.4 If the director determines to disclose the information, the director shall inform the bidder in writing of such determination.

UNIFORM TERMS AND CONDITIONS

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- 1 **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- 1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 *"Contractor"* means any person who has a Contract with the State.
- 1.5 *"Days"* means calendar days unless otherwise specified.
- 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

2 **Contract Interpretation**

- 2.1 Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;

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- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.
- 2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3 Contract administration and operation.**
- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

UNIFORM TERMS AND CONDITIONS

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3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

4 **Costs and Payments**

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract

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4.5.3 Cancel the contract and re-solicit the requirements.

5 Contract changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6 Risk and Liability

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the

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control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.

7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

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- 7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5 Year 2000.
- 7.5.1 Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 7.5.2 Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.
- 7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.7 Survival of Rights and Obligations after Contract Expiration or Termination.
- 7.7.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 8 State's Contractual Remedies**
- 8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 8.2 Stop Work Order.
- 8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the

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Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

- 8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9 Contract Termination

- 9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.
- 9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.
- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

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9.5 Termination for Default.

9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11 **Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12 **Comments Welcome** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 104, Phoenix, Arizona 85007.

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1 PURPOSE:

Pursuant to provisions of the Arizona Procurement Code, A.R.S. ' 41-2501 Et Seq., the State of Arizona, Department of Health Services (ADHS) intends to establish a contract for the materials or services as listed herein.

2 TERM OF CONTRACT (1 YEAR):

The term of the resultant contract shall commence upon award and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.

3 CONTRACT EXTENSIONS (5 YEAR MAXIMUM):

The contract term is for a one (1) year period subject to additional successive periods of twelve (12) months per extension with a maximum aggregate including all extensions not to exceed five (5) years.

4 OFFER ACCEPTANCE (180 DAYS):

In order to allow for an adequate evaluation, the state requires an offer in response to this solicitation to be valid and irrevocable for one hundred eighty (180) days after the opening time and date.

5 CONTRACT TYPE:

☒ Fixed Price

6 LICENSES:

The Contractor shall maintain in current status, all federal, state and local licenses and permits required for the operation of the business conducted by the contractor.

7 INFORMATION DISCLOSURE:

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the state. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

8 KEY PERSONNEL:

It is essential that the contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must agree to assign specific individuals to the key positions.

12.1 The contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the state.

12.2 If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the contractor shall immediately notify the state, and shall, subject to the concurrence of the state, replace such personnel with personnel of substantially equal ability and qualifications.

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13. CANCELLATION, 10 DAY NOTICE:

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract; the contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials required within the time stipulated by the contract;

The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

13.1 Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combination of the following remedies.

13.1.1 Cancel any contract;

13.1.2 Reserve all rights or claims to damage for breach of any covenant of the contract;

13.1.3 Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;

13.2 In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona procurement code. The state may recover reasonable excess costs from the contractor by:

13.2.1 Deduction from an unpaid balance;

13.2.2 Collection against the bid and/or performance bond;

13.2.3 Any combination of the above or any other remedies as provided by law.

10 INSURANCE:

Without limiting any liabilities or any other obligations of the contractor, the contractor shall purchase and maintain (and cause its subcontractors to purchase and maintain), in a company or companies lawfully authorized to do business in the State of Arizona, and rated at least "A VII" in the current A.M. Best's, the minimum insurance coverage below:

a. Commercial General Liability with minimum limits of \$1,000,000.00 per occurrence, and an unimpaired product and completed operations aggregate limit and general aggregate minimum limit of \$2,000,000.00. Coverage shall be at least as broad as the Insurance Service Office, Inc. Form CG00010196, issued on an Occurrence basis, and endorsed to add the State of Arizona and the Department of Health Services as Additional Insured (CG20 10(10-01)) with reference to this contract. The policy shall include coverage for:

Bodily Injury;

Broad Form Property Damage (including completed operations);

Personal Injury;

Blanket Contractual Liability;

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Products and Completed Operations, and this coverage shall extend for one year past acceptance, cancellation or termination of the services or work defined in this contract.

Fire Legal Liability

- b. Business Automobile Liability, with minimum limits of \$1,000,000.00 per occurrence combined single limit, with Insurance Service Office, Inc. Declarations to include Symbol One (Any Auto) applicable to claims arising from bodily injury, death or property damage arising out of the ownership, maintenance or use of any auto. The policy shall be endorsed to add the State of Arizona and Department of Health Services as Additional Insured with reference to this contract.

- c. Worker's Compensation (Coverage A): Statutory Arizona benefits;

Employer's Liability (Coverage B): \$500,000.00 each accident;
 \$500,000.00 each employee/disease;
 \$1,000,000.00 policy limit/disease.

Policy shall include endorsement for All State coverage for state of hire.

This section shall not apply to a sole proprietor executing a Sole Proprietor Waiver.

- d. Professional Liability Insurance with minimum limits of \$1,000,000 (Each Claim and/or Each Wrongful Act and/or Each Loss) and an unimpaired aggregate limit of \$1,000,000 with respect to this contract. Retroactive Liability Date (if applicable to Claims-Made coverage) shall be the same as the effective date of this contract. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

The State of Arizona and the Department of Health Services shall be named as additional insured as their interests may appear.

The policy shall contain an Extended Claim Reporting Provision of not less than one year following termination of the policy.

The State of Arizona and the Department of Health Services reserve the right to request and receive certified copies of all policies and endorsements within ten calendar days of contract signature

Certificates of Insurance acceptable to the State of Arizona and Department of Health Services shall be issued and delivered prior to commencement of the work defined in this contract, and shall identify this contract and include certified copies of endorsements naming the State of Arizona and the Department of Health Services as Additional Insured for liability coverages. The certificates, insurance policies and endorsements required by this paragraph shall contain a provision that coverages afforded will not be canceled until at least 60 days prior written notice has been given to the State of Arizona and the Department of Health Services. All coverages, conditions, limits and endorsements shall remain in full force and effect as required in this contract.

Failure on the part of the Contractor to meet these requirements shall constitute a material breach of contract, upon which the State of Arizona and the Department of Health Services may immediately terminate this agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by the State of Arizona and the Department of Health Services shall be repaid by the Contractor upon demand, or the State of Arizona and the Department of Health Services may offset the cost of the premium against any monies due to the Contractor. Costs for coverages broader than those required or for limits in excess of those required shall not be charged to the State of Arizona and the Department of Health Services. Contractor and its insurer(s) providing the required coverages shall waive their rights of recovery against the State of Arizona, its Departments, Employees and Officers, Agencies, Boards and Commissions.

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11 COMPLIANCE WITH FEDERAL AND STATE LAWS:

The contract must be in compliance with all federal and state laws. All lease/purchase agreements are subject to review and approval by the office of the attorney general, for the state of Arizona.

12 CONFIDENTIALITY OF RECORDS:

The contractor shall establish and maintain procedures and controls that are acceptable to the state for the purpose of assuring that no information contained in its records or obtained from the state or from others carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the state. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the state.

13 KEY PERSONNEL:

It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency.

14 PERSONNEL TRAINING:

The contractor shall provide personnel properly trained in the test procedure being utilized (including, where applicable, certification by the manufacturer of the test equipment), in the use of any equipment used in the testing or evaluating storage tank system, and in the safe and proper handling of the fuels or other materials contained by the system.

15 CONFIDENTIAL INFORMATION:

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears.
- b. The information identified by the person as confidential shall not be disclosed until the director makes a written determination.
- c. The director shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the director determines to disclose the information, the director shall inform the bidder in writing of such determination.

16 FINANCIAL MANAGEMENT

For all contracts, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for Arizona Department of Health Services funded programs shall be used by the Contractor in the management of contract funds and by the Department when performing a contract audit. Funds collected by the Contractor in the form of fees, donations and/or charges for the delivery of these contract services shall be accounted for in a separate fund.

State Funding. Contractors receiving state funds under this contract shall comply with the certified Compliance provisions of A.R.S. § 35-181.03.

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Funding Cap Changes. The State shall use a Purchase Order and/or Change Order to make changes that increase and/or decrease federal Funding Caps. For purposes of this paragraph, a "Funding Cap" is defined as the total amount of money allowed by the federal funds.

17 FINANCIAL REQUIREMENTS

Contractors receiving federal funds under this contract shall comply with the certified finance and compliance audit provisions of the Office of Management and Budget (OMB) Circular A-133, if applicable. Contractors receiving state funds under this contract shall comply with the certified compliance provisions of A.R.S. 35-181.03.

18 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

Contractor warrants to the State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract. Contractor warrants that it will cooperate with the State in the course of performance of the contract so that both parties will be in compliance with HIPAA, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations. Contractor will sign any documents that are reasonably necessary to keep the State and Contractor in compliance with HIPAA, including but not limited to business associate agreements.

19 ADMINISTRATIVE CHANGES

The Procurement Officer, or authorized designee, reserves the right to correct any obvious clerical, typographical or grammatical errors, as well as errors in party contact information (collectively, "Administrative Changes"), prior to or after the final execution of a Contract or Contract Amendment. However, such corrections shall be allowed only to the extent that they do not change the intent of the parties or the material terms of the Contract or Contract Amendment. Administrative Changes subject to permissible corrections include: misspellings, grammar errors, incorrect addresses, incorrect Contract Amendment numbers, pagination and citation errors, mistakes in the labeling of the rate as either extended or unit, and calendar date errors that are illogical due to typographical error. The Procurement Office shall subsequently send to the Contractor notice of corrections to Administrative Changes in a written confirmation letter with a copy of the corrected Administrative Change attached.

20 OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.

SCOPE OF WORK

SOLICITATION NO. HP532179

TRAINING/COACHING and CONSULTATION

1. BACKGROUND:

The purpose of this solicitation is to provide homeless outreach services for the Projects for Assistance in Transitions from Homelessness (PATH) Grant.

The Center for Mental Health Services (CMHS) of the Substance and Mental Health Services Administration (SAMHSA) awards grants each fiscal year to several States. The awards are authorized under the Projects for Assistance in Transition from Homelessness (PATH) Program established by Public Law 101-645, 42 U.S.C. 290cc-21 et seq., the Stewart B. McKinney Homeless Assistance Amendments Act of 1990 (referred to hereafter as the Act), (section 521 et seq. of the Public Service Act). The awards in the State of Arizona are granted to the Arizona Department of Health services, Division of Behavioral Health Services (ADHS/DBHS), who subcontracts the award to service contractors with specialized skills in homeless outreach.

ADHS/DBHS and SAMHSA are committed to services that are professional, competent and effectively meet the critical substance abuse and mental health needs of the Nation's diverse population. To be professional, competent and effective, prevention and treatment services must address gender, age, and cultural issues, and related factors such as geographic and economic environments. Additionally, ADHS/DBHS and SAMHSA believe that families and consumers contribute significantly to successful outcomes and must be appropriately involved in the conceptualization, planning, and implementation of projects. Therefore, SAMHSA is committed to funding those projects that are culturally and ethnically competent, gender-specific, age appropriate, and consumer driven (family and consumer) in their approaches.

The Contractor will be responsible for Maricopa County, which is a 9,300 square mile area. This area includes: the metropolitan areas of Phoenix, Tempe, Mesa, Glendale, and Peoria, as well as the smaller suburban and rural areas of Maricopa County.

In FY 7/1/04-6/30/05, the Maricopa County contractor will receive \$483,325 in Federal funding, \$169,808 in State matching funds, and \$9,600 in In-Kind Services from Central Arizona Shelter Services (CASS) for a total of \$662,733 in PATH program funds. The Maricopa County contractor will utilize PATH funds to continue the operation of the PATH homeless outreach program. The program currently employs a total of 12 individuals to conduct an aggressive outreach program to establish and maintain contact with people who are homeless and have a serious mental illness.

In one year, in FY 2004, the number of people who are homeless that were contacted was approximately 4,300. The PATH contractor has mainstreamed at least 350 homeless people with a serious mental illness into the Regional Behavioral Health Authority (RBHA) system and had at least 300 people placed in permanent housing.

2. GOALS AND OBJECTIVE:

2.1 The objective of the PATH Grant is to provide funds for eligible services to individuals who:

2.1.1 Are suffering from serious mental illness and/or have a substance abuse disorder; and

2.1.2 Are homeless or at imminent risk of becoming homeless.

2.2 The term homeless individual is defined as follows:

2.2.1 An individual or family who lacks a fixed, regular, and adequate night time residence or;

2.2.2 An individual or family who has a primary nighttime residence that is:

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2.2.2.1 a supervised publicly or privately operated shelter designated to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing of the mentally ill);

2.2.2.2 an institution that provides a temporary residence for individuals intended to be institutionalized; or

2.2.2.3 a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;

2.2.2.4 the term does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or a State law; or

2.2.3 An individual or family who are at imminent risk of homelessness because they face immediate eviction and have been unable to identify a subsequent residence, which would result in emergency shelter placement; or

2.2.4 Handicapped person(s) who are about to be released from an institution and are at imminent risk of homelessness because they have no subsequent identified residence, lack the resources and support networks needed to obtain access to housing.

2.2.5 Persons who do not meet the above criteria may also be considered homeless if they meet the following:

2.2.5.1 they are being evicted within the week from dwelling units or are persons being discharged within the week from institutions in which they have been residents for more than 30 consecutive days; and

2.2.5.2 no subsequent residences have been identified; and

2.2.5.3 they lack the resources and support networks needed to obtain access to housing.

2.3 The term Imminent Risk of Homelessness is defined as follows:

2.3.1 Doubled up living arrangements where the individual's name is not on the lease

2.3.2 Living in a condemned building without a place to move

2.3.3 Arrears in rent/utility payments

2.3.4 Having received an eviction notice without a place to move

2.3.5 Living in temporary or transitional housing that carries time limits

2.3.6 Being discharged from a health or criminal justice institution without a place to live.

3. SCOPE OF SERVICE DESCRIPTION:

Homeless outreach services are interventions designed to assist individuals who are homeless in many different locations and sites throughout Maricopa County. These sites range from streets, vacant buildings, homeless shelters, homeless campgrounds, river bottoms, desert campsites, parks, jails, hospitals (including places where veterans' services are provided), and in neighborhoods.

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3.1 Linkages to Other Service Providers

Staff from the PATH program will work with and attend the Maricopa County Homeless Consortium meeting each month. The Maricopa Consortium consists of the following groups: homeless advocacy groups, shelter contractors, homeless veterans' programs, faith based organizations, homeless health care programs, PATH outreach team, City of Phoenix Office of Homeless Coordination, City of Phoenix Police, Maricopa County and various housing contractors. In addition to attending the Homeless Consortium, the PATH Program has had to develop working relationships with contractors of services needed by persons who are homeless. These referrals include, but are not limited to, Social Security programs, Arizona Department of Economic Security programs, City of Phoenix, other city agencies in Maricopa County, and the Maricopa County Regional Behavioral Health (RBHA) services organization. One member of the PATH staff is also permanently located at the newly created Day Resource Center, a single facility that houses various organizations to assist homeless individuals.

The PATH team is to be actively involved assisting and advocating for the homeless mentally ill throughout the community. They are to be involved in working with the Maricopa Association of Governments Coalition of Homeless Service Providers, providing information to them on demographic trends and service gaps in Maricopa County. There is also a needed collaboration with the Phoenix Police Department and homeless service providers to provide emergency shelter, mental health services, medical care, and benefits assistance to homeless individuals detained for misdemeanors or minor offenses. This program is to reduce the number of homeless being unnecessarily incarcerated, and to provide services to those who are not aware of the availability of the services.

PATH is to be involved in many community education events, including Crisis Intervention Trainings. These trainings are for Phoenix Police Officers and are designed to increase sensitivity to the needs of the homeless, and to familiarize the Officers with the homeless providers. They are also to be working with the Probation Department to expedite services for those individuals with a history of mental illness being released. In the past, PATH also used the Terros Ladder Program and Extended Evaluation Program to assist individuals who are dually diagnosed, but awaiting SMI determination. It is essential that this type of program be maintained.

The PATH program is required to participate in the Maricopa County Homeless Management Information System (HMIS). This is a federal data collection system designed to help coordinate services, reduce duplication of services, and to increase the accuracy of data collected on the number of homeless persons throughout the country.

3.2 Services for People who are homeless/SMI not supported by PATH funds

Maricopa County has a variety of services for people who are homeless. There are shelters, both large and small around the County. Staff from the PATH Program should outreach to these shelters to determine if a person should be provided outreach into the mental health system. Maricopa County's Health Care for the Homeless supports a medical clinic for persons who are homeless. Various faith-based organizations and not for profit agencies operate meal programs for the homeless. None of these services are specifically for persons with serious mental illness, but persons who have a serious mental illness often use the services. As in most areas of the United States, working with traditional homeless programs remains a challenge. Overcoming the stigma of mental illness is still an issue that needs constant attention, as is providing services in a culturally competent manner. PATH staff should meet regularly with such programs to provide in-service training as well as to give and to receive referrals.

3.3 Gaps in Homeless Outreach Services

In Maricopa County, there has been an increase in cases involving domestic violence, especially when one or more members of the family has a mental health and/or substance abuse problem. Therefore, this is creating an increase in the number of homeless women with children. The lack of available services for this population is best illustrated by the increased number of homeless youth on the streets whose

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parents are often substance abusers and/or mentally impaired. This population is one of the hardest to serve of the homeless groups because many are under the legal age of enrolling in services without parental permission.

Increasingly, there is a need for more services for elderly homeless individuals, particularly in the area of housing and medical care. Elderly individuals often do not meet the medical criteria for the need of Arizona Long Term Care Services (ALTCS) because many are not old enough for Medicare. There also are growing numbers of the elderly homeless who have, or have had, a severe substance or alcohol dependency. With the combination of their organic disorders and mental health problems, this population is among those at the greatest risk. The PATH Outreach Team will expand its outreach efforts to this population and will continue advocating for community and State resources for assistance in these areas. Other areas that present a challenge to PATH's efforts are the increase in the number of homeless individuals and families moving into Maricopa County, the increase in HIV/AIDS among the homeless, abandoned and/or runaway youth, and the lack of affordable permanent housing.

Another critical area of need is for homeless individuals with a serious mental illness that also have substance abuse issues. This gap in service includes not only residential treatment, but also outpatient services that can deal with the combined issues of homelessness, substance abuse and serious mental illness. In the evening, after social service agencies catering to the homeless close their doors, the shortage of services is more acute.

3.4 Task 1: Services are designed to be provided in locations where homeless individuals gather. At a minimum, the contractor shall provide the following:

- 3.4.1 Point of contact services for food, clothing, shelter and basic living skills
- 3.4.2 Linkages with the Maricopa County RBHA's 24 hour behavioral health crisis system
- 3.4.3 Assistance in getting prescriptions filled
- 3.4.4 Assistance with behavioral health system and/or substance abuse treatment enrollment
- 3.4.5 Referral for aftercare support for case management, housing, transportation, etc.

3.5 Task 2: Staffing Expectations:

Staff of at least one (1) team leader administrative position and eleven (11) professionals to perform day-to-day outreach and administrative management of PATH for not less than twelve (12) months.

3.6 Task 3: The PATH homeless outreach team provides services for individuals or families who are:

- 3.6.1 Homeless or at imminent risk of becoming homeless; and
- 3.6.2 Are suffering from serious mental illness; or
- 3.6.3 Suffering from serious mental illness and have a substance use disorder.

3.7 Task 4: The services provided by the PATH homeless outreach program are:

- 3.7.1 Outreach activities and community education
- 3.7.2 Field assessments and evaluations
- 3.7.3 Intake assistance/emergent and non emergent triage

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- 3.7.4 Transportation assistance
- 3.7.5 Assistance in meeting basic skills
- 3.7.6 Assistance in getting prescriptions filled
- 3.7.7 Moving assistance
- 3.7.8 Housing referrals both transitional and permanent placements
- 3.7.9 Transition into the RBHA case management system

Per SAMHSA Grant Guidelines, PATH Grant funding may not be expended:

- 3.7.10 To support emergency shelters
- 3.7.11 For inpatient psychiatric treatment
- 3.7.12 For inpatient substance abuse treatment
- 3.7.13 To make cash payments to intended recipients of mental health or substance abuse services.
- 3.7.14 Lease arrangements in association with the proposed project utilizing PATH funding may not be funded beyond the project period
- 3.7.15 For purchase or pay for the purchase or construction of any building to house any part of the grant program

3.8 Task 5: Service Delivery System

The PATH staff work individually or in two person teams. Workers have the availability of dedicated vehicles. Of the dedicated vehicles, at least one will be a four- wheel drive vehicle, allowing the team to reach isolated locations throughout the 9,300 square miles of Maricopa County. The others are vans used to transport the homeless people, or items to the homeless population. It is preferred that fifty percent of the staff are individuals who have experienced homelessness.

The service is to be provided in locations where individuals who are homeless gather. Some services are initiated at the point of contact, either in the field or at the PATH clinical site. The homeless outreach workers maintain contact with these clients in many different locations. The sites include the streets, vacant buildings, shelters, food banks, desert campsites, parks, jails and hospitals. Once enrolled as a PATH client, the process of screening participants for service eligibility and possible psychological evaluation for case management assignment begins. During the evening hours, the outreach specialist will assist client with access to shelters.

3.9 Task 6: New and Expanding Initiatives

Increasingly, there is a critical need for after hours outreach services to homeless people staying in shelters or living on the streets when social services agencies are closed. In the past, The City of Phoenix Police Department, the East Valley Transitional Training and Living Center, the Central Arizona Shelter Services (CASS) and other shelters have contacted the PATH outreach team for after-hours assistance. The PATH team is expected to have a staff person to serve as night outreach specialist. Through a collaborative effort between PATH and CASS, the outreach worker has worked out of the CASS shelter during the evening hours, but is available to serve the entire County for triage and emergencies.

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CASS is the largest shelter and service center for homeless people in Arizona, serving men, woman, and families with children. In the past, programs and services provided by CASS were: emergency shelter, Working Person's Program, case management, Project Help, Developmental Child Care, and Permanent Housing. CASS provided PATH staff with in-kind services and space. The agreement was that CASS provide office space, telephone lines, file cabinet, fax, and connection for lap top computer. The lap top was used by the night shift outreach worker to access Maricopa County service system for clients enrolled in the RBHA system that are in a crisis or in need of mental health services. In addition, CASS had set aside emergency beds specifically for PATH staff to use at CASS for people with mental illness, as needed. In all, CASS has 406 beds.

In 2004, the outreach worker was stationed at CASS during the evening, although (s)he was responsible for the entire County. Other shelters that use PATH's outreach after-hours services include:

- Phoenix Rescue Mission
- NOVA SafeHaven
- Church on the Streets
- East Valley Transitional Training and Living Center
- United Methodist Outreach Ministries (UMOM)
- UMOM Winter Overflow Homeless Shelter

At present, the night outreach worker does not operate as the other PATH team members do because the functions vary. With instructions and training by CASS and PATH, appointments are set up for the day shift outreach workers to follow up upon, and worked with the police departments when calls of non-crisis homeless mentally ill persons being disorderly are called in. Oftentimes, the individuals are not a danger to themselves or others, and may need a place to sleep and/or to clean up for a night. In the morning, the day shift PATH workers assist them in services. The night outreach specialist worker will refer the homeless to educational programs, free legal services, food stamp programs, medical, behavioral health and counseling aid, and other appropriate social services, as needed. The night outreach specialist works with the Maricopa County RBHA's Crisis Team and when hospital, jails and other homeless shelters are in need, they will engage the homeless person with an on the spot triage. The night shift worker screens CASS clients for mental health concerns and provides referrals when needed to substance abuse treatment programs.

The Day Resource Center (DRC) is a new initiative for the City of Phoenix, Maricopa Association of Governments, Central Arizona Shelter Services, and other service providers that work with the homeless, whereby various organizations working to assist the homeless are all co-located in a single facility. It is a facility offering one stop access to providers that serve the homeless. The services available include: access to financial benefits, medical care, vocational services, computer training, clothing, and access to mental health services. PATH is an integral part of this initiative and has a full time person stationed at the DRC, providing screenings, assessments, referrals, and coordination of psychiatric evaluations with the Maricopa County RBHA.

The PATH program works closely with the Veterans Administration Medical Center, the State Veterans' Services, and the U.S. Vets to assist with coordination of services with homeless veterans. In this effort, PATH workers provide access to mental health care, benefits assistance, medical care, emergency, transitional, and permanent housing to homeless vets.

3.10

Task 7: Plan for Meeting the Needs of Persons with Substance Abuse Issues

The largest gap in the service delivery system is in the area of services to individuals who are homeless and dually diagnosed. The PATH outreach team has been successful in identifying and establishing contact with persons who are homeless and have a dual diagnosis. At present, Maricopa County Health Care for the Homeless is an additional homeless outreach program specifically designed for substance

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abusers. The PATH team collaborates with these organizations to provide outreach and treatment services to this population.

There are limited services available that can meet the complex needs of persons who are homeless and have a dual diagnosis. The first need is for safe shelter. Because many shelters will not take people who are intoxicated, people with a dual diagnosis often end up on the streets or in jails.

There are inpatient beds available for treatment of persons with a dual diagnosis, although limited in number. There can be a waiting period for a bed, so the outreach team is aggressive in maintaining contact with these clients and advocating for available treatment slots. In order to address this problem, a crisis service system was developed through a contract with the Maricopa County RBHA to add additional detox beds in Psychiatric Recovery Centers for Maricopa County. In 2004, to remedy this gap in service, the RBHA has a crisis system in place. The program consists of META Services, Southwest Behavioral Health, EMPACT, Terros, ComTrans, MedPro, and Maricopa Integrated Health System. Available beds and services for substance abuse treatment in Maricopa County is through Community Bridges. Community Bridges incorporates three entities for these services as follows: Central City ATC has 16 detox beds and 23 crisis beds; East Valley ATC has 16 detox beds and 11 crisis beds; Center for Hope has 24 beds for mothers, 24 cribs for infants, and 8 toddler beds for families that are in substance abuse crisis and treatment. NOVA Safehaven operates a day program for persons who are intoxicated or under the influence of drugs and need to be medically monitored while withdrawing from substances. NOVA has a total of 25 beds specifically for homeless persons with substance abuse issues.

The PATH staff makes recommendations for referrals to the Maricopa County RBHA's specialty clinical teams that serve people with substance abuse problems. The teams involve work with persons in the criminal justice system to provide case management to people who are diagnosed with a co-occurring disorder, and with people who are homeless and treatment resistant. The PATH outreach team is aggressive in maintaining contacts with people who are on waiting lists for services, and they continue advocating for the person's acceptance into an appropriate treatment program. The PATH provider will continue to work with the community to develop a more comprehensive service delivery system for homeless people who have co-occurring disorders.

3.10 Task 8: Housing Services

The Maricopa County PATH provider will have relationships with a variety of agencies throughout the County who provide housing options to people who are homeless. Maricopa County has the following types of housing services available: twenty-four hour supervised residential care, semi supervised residential, supported living apartments and independent housing. Persons who are seriously mentally ill and homeless receive priority openings.

In addition to the services listed above, Maricopa County has people in HUD supported housing with many on their waiting list. Supportive services are provided, as needed, to maintain consumers in independent housing. The PATH outreach team provides a vital link in assisting with the movement of homeless mentally ill people from the streets into permanent housing. The PATH outreach team is the initial and vital link in placing consumers in housing.

In 2004, Maricopa County also assists in funding three different shelters for persons who have behavioral health problems. The first shelter, UMOM, is for persons and families who have a serious mental illness and are homeless. Phoenix Shanti provides transitional programs for persons who are homeless and have HIV. The SafeHaven Program provides housing services for homeless people with co-occurring disorders.

3.11 Referral Sources

Referral resources include: the Maricopa County RBHA, police departments, homeless shelters, jails, hospitals, and clinical sites. All referral sources may make referrals, however, outreach is the main

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activity to meet and work with the homeless. All services are designed specifically for the homeless or individuals at imminent risk of homelessness.

4. REQUIREMENTS:

- 4.1 The contractor must comply with all rules and regulations pertaining to the federal, state, and local governments in the operation of the grant, in addition to complying with ADHS/DBHS, SAMHSA and PATH requirements.
- 4.2 The PATH contractor will be required to develop a Memorandum of Understanding (MOU) with the Maricopa County RBHA, the homeless shelters, and other organizations that are necessary to facilitate care to homeless individuals.

5. STATE PROVIDED ITEMS:

- 5.1 Arizona Federal PATH Grant Application (attachment 1)
- 5.2 Federal PATH Grant funds are matched by state funds in an amount that is not less than \$1 for each \$3 of Federal funds.

6. APPROVALS

- 6.1 Approvals of all services, reports, and invoices must be given by the DBHS Clinical Director prior to payments made for services.
- 6.2 The Contractor shall submit reports and/or recommendations in a format agreed to by the DBHS Clinical Director and the Contractor.
- 6.3 The Clinical Director must approve any program modifications, in writing.

7. DELIVERABLES

7.1 Quarterly Reports

The contractor shall report the number of individuals receiving PATH services by census and demographics attached to a narrative report by the fifteenth day of the month following the end of the quarter (attachment 2: report template).

7.2 Annual Report

The contractor shall submit a narrative and statistical report to ADHS/DBHS annually. Included with this report shall be programmatic and cost data which minimally identifies:

7.2.1 Number of individuals served by demographics

7.2.2 A comprehensive written narrative outlining accomplishments of goals (i.e., identification of gaps in outreach services to the homeless population).

8. DELIVERY SCHEDULE:

Quarterly Reports must be received by the 15th day after the close of each quarter (October 15th, January 15th, April 15th, and July 15th.)

Annual Reports are due on January 1st of each year for the period of October 1-September 30.

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9. NOTICES, CORRESPONDENCE, REPORTS AND INVOICES:

Notices, correspondence, reports and invoices from the Contractor to the Department shall be sent to:

Michael Franczak, PhD., Division Chief for Clinical Services
Arizona Department of Health Services
150 North 18th Avenue – 2nd Floor
Phoenix, AZ 85007

Notices, correspondence, reports and invoices from the Department to the Contractor shall be sent to:

Contractor Name _____

Contractor Address _____

City _____ State _____ Zip Code _____ ()
phone # _____

	OFFER AND ACCEPTANCE SOLICITATION NUMBER: HP532179	ARIZONA DEPARTMENT OF HEALTH SERVICES 1740 West Adams Street Phoenix, Arizona 85007 (602) 542-1040 (602) 542-1741 Fax
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Submit this form with an original signature to the:

Arizona Department of Health Services
Office of Procurement
1740 West Adams, Room 303
Phoenix, Arizona 85007

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the solicitation.

Arizona Transaction (Sales) Privilege Tax License No: _____

For Clarification of this Offer, Contact:

Federal Employer Identification No: _____

Name: _____

Telephone: _____

FAX: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City, State, ZIP Code

Title

OFFER ACCEPTANCE AND CONTRACT AWARD (For State of Arizona Use Only)

Your Offer is hereby accepted as described in the Notice of Award. The Contractor is now bound to perform based upon the Solicitation and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract Number: _____

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed purchase order or contract release document or written notice to proceed, if applicable.

State of Arizona Awarded this _____ day of _____, 20____

PROCUREMENT OFFICER

PRICE SHEET/FEE SCHEDULE

SOLICITATION NO: HP532179

DESCRIPTION	FREQUENCY	UNIT RATE	ANNUAL AMOUNT
Quarterly Report	Quarterly (4 per year)	\$_____	\$_____
Annual Report	One per year	\$_____	\$_____
TOTAL			\$_____

Please check as many as applicable:

_____ I certify that my company is a Woman-Owned Business Enterprise (WBE).

A WBE is defined as an enterprise where a woman owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

_____ I certify that my company is a Minority-Owned Business Enterprise (MBE).

An MBE is defined as an enterprise where an ethnic minority owns at least 51% of the business. The owner(s) must have the day-to-day control of the firm and have experience and expertise in the firm's primary area of operation. The owner(s) must hold a proportionate share of the business capital, assets, profits and losses commensurate with their ownership interest.

NOTICE: The contractor acknowledges that all products delivered and all services rendered under any contract resulting from this solicitation shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. The vendor further acknowledges that the defense of *force majeure* shall not apply to its failure to perform specification requirements as a result of any date-related data Year 2000 issues.

<p>ATTACHMENT 1 SOLICITATION NO: HP532179</p>

**PROJECTS FOR ASSISTANCE FROM HOMELESSNESS
(PATH)**

PATH FORMULA GRANT SM 04-F2

ARIZONA DEPARTMENT OF HEALTH SERVICES

DIVISION OF BEHAVIORAL HEALTH SERVICES

JUNE 2, 2004

<p style="text-align: center;">ATTACHMENT 1 SOLICITATION NO: HP532179</p>

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ATTACHMENT 1

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A: EXECUTIVE SUMMARY

The Arizona Department of Health Services/Division of Behavioral Health Services, (ADHS/DBHS) will utilize the PATH Formula Grant Funds to provide an array of services to persons who are homeless and have a serious mental illness, including those with co-occurring substance abuse problems. Arizona PATH local providers will focus on outreach, screening and diagnostic services, emergency assistance, case management, referrals, and assistance to community providers/agencies in connection with the most appropriate housing environment and transition into the 'traditional' behavioral health system. Persons who are identified as homeless and having a serious mental illness will be engaged in treatment and support services so they can then be integrated into the Arizona behavioral health system. During fiscal year 2004/2005, Arizona PATH providers project serving approximately 9,000 clients. As specified in the Guidance For Applicants, a PATH client is defined as a person who is homeless, has a serious mental illness or who has a co-occurring substance use disorder, and is served by PATH-supported services.

ADHS directly contracts with Southwest Behavioral Health Services, Inc. (SWBHS), a non-profit behavioral health service agency, to provide PATH services in Maricopa County. Two non-profit Regional Behavioral Health Authorities, the Northern Arizona Regional Behavioral Health Authority (NARBHA) and the Community Partnership of Southern Arizona (CPSA), serving the other two areas of the State with the largest numbers of homeless individuals, will receive and administer PATH funding for their respective geographic areas. PATH funds are distributed based on demographic and geographic characteristics to the SWBHS and the CPSA areas, and a smaller amount of funds are provided to NARBHA to provide PATH services in northern Arizona. In 2002, as a result of program reevaluation, the funding to northern Arizona was shifted to Mohave County from Coconino County. In 2003, there are concerns with the accuracy of the collected information on the numbers of homeless individuals, as is noted in Section B (2). With the increase in total budget allotment from the PATH grant, each of the providers will be adding one additional outreach worker, thereby increasing the opportunity for increased outreach to the target population. It has been determined that the current staff, especially in Maricopa County, is working at maximum capacity and as efficiently as possible; growth in outreach activities will be the result the additional staff hired into the programs.

B. STATE LEVEL INFORMATION

1. Descriptive Information/Operational Definitions

a) Homelessness:

The term "homeless" or "homeless individual" includes:

- An individual or family who lacks a fixed, regular, and adequate night time residence or;
- An individual or family who has a primary nighttime residence that is;
 - i) a supervised publicly or privately operated shelter designated to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing of the mentally ill);
 - ii) an institution that provides a temporary residence for individuals intended to be institutionalized; or
 - iii) a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings;
 - iv) the term does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or a State law; or

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- An individual or family who are at imminent risk of homelessness because they face immediate eviction and have been unable to identify a subsequent residence, which would result in emergency shelter placement; or
- Handicapped person(s) who are about to be released from an institution and are at imminent risk of homelessness because they have no subsequent identified residence, lack the resources and support networks needed to obtain access to housing.
- Persons who do not meet the above criteria may also be considered homeless if they meet the following:
 - i) they are being evicted within the week from dwelling units or are persons being discharged within the week from institutions in which they have been residents for more than 30 consecutive days; and
 - ii) no subsequent residences have been identified; and
 - iii) they lack the resources and support networks needed to obtain access to housing.

b) Imminent Risk of Becoming Homeless:

The term imminent risk of becoming homeless includes:

- Doubled up living arrangements where the individual's name is not on the lease
- Living in a condemned building without a place to move
- Arrears in rent/utility payments
- Having received an eviction notice without a place to move
- Living in temporary or transitional housing that carries time limits
- Being discharged from a health or criminal justice institution without a place to live.

c) Serious Mental Illness

The definition of serious mental illness is defined in state statutes (A.R.S. 36-501) as follows:

Persons with serious mental illness are those persons who as a result of a mental disorder as defined in A.R.S. 36-501, exhibit emotional or behavioral functioning which is so impaired as to interfere substantially with their capacity to remain in the community without supportive treatment or services of a long-term or indefinite duration. In these persons, mental disability is severe and persistent, resulting in a long-term limitation of their functional capacities for primary activities of daily living, such as interpersonal relations, homemaking, self-care, employment and recreation.

d) Co-Occurring Serious Mental Illness and Substance Use Disorders

- i. Mental disorder means a substantial disorder of the person's emotional process, thought, cognition or memory. A mental disorder is distinguished from conditions which are primarily those of drug abuse, alcoholism, or mental retardation, unless, in addition to one or more of these conditions, the person has a mental disorder; the declining mental abilities that directly accompany impending death.
- ii) Co-occurring serious mental illness and substance use disorders refers to persons suffering from a co-occurring chronic mental disorder and substance abuse (alcoholism and/or chemical dependency) who exhibit impaired emotional or behavioral functioning which substantially interferes with their capacity to remain in the community without

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supportive treatment or services. In these persons, mental disability is severe and persistent, resulting in a long-term limitation of their functional capacities for primary activities of daily living such as interpersonal relationships, homemaking, self-care, employment and recreation.

iii) Per the Arizona Administrative Code, R9-20-101, Substance abuse means the misuse of alcohol or another chemical or drug that: a) alters an individual's behavior or mental functioning; b) may cause psychological or physiological dependence; and c) impairs, reduces, or destroys the individual's social or economic functioning.

B. (2) The number of homeless individuals with serious mental illness by geographic region:

As the 2000 U.S. Census Bureau's efforts to accurately count the number of homeless people in America demonstrated, ascertaining the number of homeless people in America is difficult. Obtaining an accurate count of the number of homeless persons suffering from serious mental illness is an equally difficult task. Based on nationally used prevalence rates, it is estimated that 19% of individuals who are homeless may have a serious mental illness and that 21% may have co-occurring disorders of mental illness and substance use. Within Arizona, there are three Continua of Care. They prepare a Continua of Care Gaps Analysis, which is a process whereby communities come together to identify the number of homeless persons, and the type and number of housing and services. In Arizona, gaps analyses are conducted in each county on a yearly basis and include data from the Department of Economic Security point-in-time surveys, street counts, and estimates from local providers. Information from the 2003 local gaps analyses regarding the estimated number of homeless individuals in each county in Arizona on a given day in 2003 is provided in the following table:

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Arizona 2003			
County	Individuals	Persons in Families with Children	Totals
Apache	45	203	248
Cochise	775	311	1,086
Coconino	1,000	1,000	2,000
Gila	105	145	250
Graham/Greenlee	75	75	150
La Paz	990	179	1,169
Maricopa	4,964	4,511	9,475
Mohave	515	150	665
Navajo	225	150	375
Pima	2,484	1,852	4,336
Pinal	122	206	358
Santa Cruz	105	100	205
Yavapai	900	375	1,275
Yuma	281	60	341
Total	12,586	9,317	21,903

Due to a change in guidelines from HUD, formerly homeless persons housed in permanent supportive housing are no longer counted as homeless. As a result, the estimates of homelessness have decreased from previous years. Additionally, the day that the street count was done was a day of inclement weather, and it is estimated that the numbers of homeless individuals is significantly lower because of this.

Two-year comparison point-in-time surveys were done in January 2001 and in February 2003 in which the numbers of homeless were sheltered in emergency shelters and in transitional

housing. For the emergency shelters, the total persons sheltered increased 11% from 2,757 in 2001 to 3,057 on 2003, and in traditional housing the increase was 14% from 3,642 to 4,139. The 2004 data is currently being developed, but is not available at this time.

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The Maricopa Association of Governments is developing a computerized data-base and information system. The Homeless Management Information System (HMIS) is being developed with funding through a HUD grant. This will assist in identifying and tracking information related to the number of homeless individuals and families in Maricopa County.

PATH Clients served in Arizona:

Providers	FY 2004 Annual Report	FY 2005 Projection	Describe any difference between column 2 and column 3 greater than 20%
Southwest Behavioral Health Services	3,356	5,500	Additional outreach worker, allowing expansion of program into new facilities where better coordination with other services for the homeless are available
Community Partnership of Southern Arizona/La Frontera Center, Inc.	2,549	3,000	Additional outreach worker
Northern Arizona Behavioral Health Authority	88	500	Additional funding to support additional 1.3 outreach workers and the purchase of a van allowing expansion of the program to the entire county.
TOTAL	5,993	9,000	Funding for three additional outreach workers, statewide. Clarification of: definition of terms, how to count number of PATH clients served, increased funding, and expansion of services

B. (3) Allocation of PATH Funds

a. PATH Site Selection Process

The Arizona Department of Health Services, Division of Behavioral Health contracts for behavioral health services with five organizations who serve specific geographic areas of the State. These organizations, four non-profits and one for-profit, are called Regional Behavioral Health Authorities (RBHAs). The three geographic areas that have a large number of homeless individuals in their service areas have been selected to receive PATH grant funding. In this past year, these areas were Maricopa, Pima, and Mohave counties, although in 2003, due to problems the day that the street count was done (as mentioned in B (2)), the true number of homeless individuals is significantly lower.

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b. Special Consideration Regarding Veterans

Each PATH provider has been asked to contact veterans' service organizations to determine if they might be able to provide technical assistance and consultation on effective service delivery methods that will benefit homeless veterans with serious mental illness. There are three veterans' administration hospitals in Arizona located in the cities of Phoenix, Tucson and Prescott (a city south of Kingman). The PATH programs work with the Veterans Administration hospitals and Veteran Centers to identify veterans who are homeless and have serious mental illness. In addition, a representative of the Phoenix Veterans Administration Medical Center has continued to serve on the ADHS/DBHS Statewide Advisory Panel On Integrated Treatment for Persons With Co-Occurring Disorders. As part of the quarterly and annual reporting requirements, the providers report on the number of veterans served in the PATH program

B. (4) Coordination with State Comprehensive Mental Health Service Plan

The State Behavioral Health Planning Council is responsible for review and approval of the PL 102-321 Federal Mental Health Block Grant Plan. The Planning Council will receive a copy of the PATH application for review and comment and will receive periodic reports on the PATH program.

Once a person who is homeless and has a serious mental illness is identified through PATH outreach activities, he or she is integrated into the community behavioral health treatment system, which serves all persons with serious mental illnesses. Subsequently, homeless persons with serious mental illnesses are served under the standards and requirements established in the PL 102-321 Plan and Arizona Administrative Code R9-21.

The Bureau of Adult Services manages the PATH program. The Bureau staff continues to be involved in the Health Department's participation in the State's Consolidated Housing Plan. There continues to be a close, integrated and coordinated interaction between PATH staff and housing staff involved in specialized housing programs, at both the state and local level.

The State of Arizona has an ongoing relationship with State Department of Housing (ADOH). The close relationship with the ADHS/DBHS and ADOH will continue. The Arizona Department of Health Services/Behavioral Health Services, the Arizona Department of Economic Security Homeless Office, and the ADOH will continue to work together to target programs for persons who are homeless. These efforts are described in the current State Consolidated Plan. Arizona has been successful in obtaining HUD funding to develop affordable housing for various target populations, including individuals who have serious mental illnesses and substance abuse problems. Additionally, ADHS/DBHS has a representative who is active with the Continua of Care in Arizona.

The PATH programs are serving more individuals, and coordination with other agencies continues to improve. Providers have developed closer working relations with local jail diversion programs, targeting persons who are serious mentally ill and incarcerated. In both Phoenix and

Tucson, the programs have developed particularly close working relationships with the jails. The number of referrals from the criminal justice system continues to increase.

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The Arizona Health Care Cost Containment System (AHCCCS), through contracted providers, provides medical services for persons who qualify for Title XIX/XXI supported services. AHCCCS and ADHS/DBHS have entered into a collaborative working agreement to provide services to Title XIX/XXI eligible individuals who are in need of behavioral health services. ADHS is responsible for services determined to meet eligibility requirements for persons with serious mental illness. The Department of Economic Security provides social services and income maintenance support services. The directors of these state departments meet regularly to coordinate services for the state. ADHS/DBHS also has an interagency agreement with the Department of Economic Security to provide employment services for persons who are seriously mentally ill. The Governor's Office of Housing assists with housing.

B. (5) Use of Mental Health Block Grant funds

- a. Mental Health Block Grant funds are used to provide services to persons with serious mental illness who are enrolled with a regional behavioral health authority. This includes individuals who are homeless or at imminent risk of homelessness.
- b. Through the Substance Abuse Block Grant, provision is made for services to be delivered through street outreach/drop-in centers serving homeless individuals with substance disorders at high risk for HIV, and in other community settings at high risk for substance abuse and HIV including probation offices, domestic violence facilities and homeless shelters. In both Maricopa and Pima Counties, providers operate mobile teams that deliver HIV services at treatment facilities in their geographic service areas on a regular schedule. On-site services include HIV education, risk assessment, testing and individual/group HIV counseling in addition to homeless support services.
- c. The Correctional Officer Offender Liaison (COOL) partnership between the Arizona Department of Corrections and the Division of Behavioral Health Services ensures expedited services for paroled individuals in need of substance abuse treatment and recovery support services. The interagency service agreement that drives the COOL program was revised to include a transition program for homeless parolees with substance abuse issues in Maricopa County. There are 20 beds designated in Maricopa County for this purpose.
- d. State general revenues appropriated as match for PATH federal funds are specifically targeted for persons who are homeless and have a serious mental illness.

B. (6) State Oversight of the PATH Program

State oversight of the PATH program will include at least one on-site review of each contractor each year. If a corrective action plan is needed, a follow up visit is done. The review consists of program operations, record reviews, review for grant compliance, technical assistance as requested/needed, training, interview of PATH enrolled consumers, and direct observation of program activities. There is also a year-end discussion with each program.

The Bureau for Adult Services holds three to four statewide meetings for PATH provider staff for technical assistance, training and networking, which includes: sharing of activities, peer problem solving, brainstorming, and at least one training topic. For this grant year, it is planned that there be presentations on the SSI process and also on how the enrollment into the Medicaid system can be expedited. At least one of these meetings each year will include a discussion with the Federal Project Officer.

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A staff person from the Bureau of Substance Abuse Treatment and Prevention has been assigned as the Alternate State PATH Contact and Program Coordinator to work with the providers on an ongoing basis. In addition, Program Representatives assigned to each of the Regional Behavioral Health Authorities will assist by providing oversight and technical assistance to the PATH program. Vicki Staples, Bureau Chief for Adult Services, will continue to serve as the State PATH Contact. DBHS Staff will monitor each of the PATH provider programs to ensure compliance with program and contract requirements.

Each of the organizations receiving PATH Grant funds will submit a quarterly report on program activities, including activity (numerical) updates and narratives explaining their activity for that period. The information from these reports is reviewed and is used to prepare the annual report, as well as assess the progress of each program. In addition to these reports, each program submits an annual report, summarizing the activities of their respective program.

ADHS/DBHS collects data on clients, once enrolled in the behavioral health system, with serious mental illnesses through the Client Enrollment and Disenrollment (CEDAR) System. ADHS/DBHS expects the contractors to conduct behavioral health services planning and program evaluation; to distribute and administer state and federal funds to provide a comprehensive array of outreach, diagnostic services, evaluation services and treatment services, and to provide housing opportunities which are linked with supportive services. PATH contractors will serve ethnic minority homeless individuals with serious mental illnesses in numbers that reflect their estimated percentage of the homeless population.

The ADHS/DBHS has also made revisions to the eligibility process and criteria for individuals to receive services through the Seriously Mentally Ill program. These changes include reducing barriers for individuals who have a co-occurring disorder by ensuring that they are not being "screened out" and allowing for an extended evaluation period. In all cases, PATH funds are used for front-end outreach and outreach case management efforts. All of the providers who use PATH funds routinely provide training to the behavioral health system about the special needs of this population. The RBHAs are the single point of entry to mental health service for both Medicaid and state funding in Arizona. The RBHAs are comprehensive, coordinated, planning and service bodies, operating in a managed care model. Since the RBHAs provide the bulk of the treatment and support services needed for the person to maintain stability, it has not been necessary to put extensive efforts into coordinating mainstreaming into the behavioral health system. All three RBHAs who are involved with PATH contractors are actively involved in trying to mainstream people into services not provided by the behavioral health system, and each will continue to do so during FY 2004/2005.

In Arizona, PATH funds are targeted exclusively to services not provided by other funding sources. PATH funds are used for street outreach and outreach case management and one-time payment assistance to secure housing or prevent eviction. PATH funds have been used to fund these types of temporary housing that are not available through the traditional behavioral health system.

All of the PATH providers have developed partnerships with other agencies that serve individuals who are homeless. Joint trainings have been conducted with the various

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caseworkers, case managers and staff from multiple agencies working with homeless. Regularly scheduled meetings between the agencies have been established. For example, SWBH has a position that is on site full time at the shelter and the health care clinic. They are also providing service at the newly opened Day Resource Center in downtown Phoenix.

The PATH program has had a direct impact on the numbers of people diverted from the criminal justice system into the mental health system. All PATH workers are working with police and law enforcement to divert people, but due to the large populations of these areas, the limited number of PATH workers cannot interact with all law enforcement bodies on any one given day. The City of Phoenix Police has assigned officers to the parts of the City, where people who are homeless sleep and receive services, and these officers are involved in the Homeless Consortium, of which the PATH team is also represented. The PATH providers are also involved in formal and informal training with police officers.

The Arizona PATH Program was originally designed, and still continues to provide services to people who are literally homeless. Outreach workers visit streets, parks, riverbeds and desert areas to engage people who are homeless. Outreach workers are also called by numerous sources to go out and see someone who is homeless and appears to be experiencing mental health problems.

Arizona is continually measuring the direct results of the PATH Program. Providers report on PATH activities in a quarterly report, and the results of these quarterly reports are accrued to a final fiscal report. With these reports, the State can measure how many people entered the mental health system as a result of PATH funds as well as measure the number of people who have secured housing. Each provider is required to report a variety of outcome measures (See Appendix A for a copy of the Report Form). In addition to the reports, the over site also involves at least one site visit/audit to each provider each year. The site visits include interviews with supervisors of the program, with staff, and with consumers. A random sample review of files is also done. Quarterly combined meetings are held with all the programs to review problems and to allow for program networking.

In addition to the State's oversight of the programs, the two RBHAs to which the funding is allocated provides oversight to their contracted programs. The PATH program contracted by CPSA is called RAPP and is run by La Frontera Center, Inc. (LFC). Since LFC is one of the CPSA Comprehensive Service Networks it participates in quarterly monitoring that is conducted by the CPSA QM department. The site visits to the RAPP offices occur on a monthly basis and CPSA staff speaks to both staff and consumers to see how things are progressing; phone and email conversations to the Clinical Supervisor are done on a regular basis. The CPSA manager of the RAPP program is chairperson of the TPCH continuum of services committee, she works with members of the RAPP team on various committees such as: the winter shelter committee, the 10 year plan to end homelessness committee, and the homeless street count subcommittee. She also visits the Sonora House Safe Haven on a quarterly basis. She is working even more closely to monitor RAPP while CPSA coordinates a new HUD Shelter Plus Care grant with RAPP.

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The program that is contracted through NARBHA is a much more rural program. Oversight is via regular phone and e-mail correspondence, quarterly and annual reporting submitted to NARBHA, and site visits on an annual basis.

A summary of the program reports is presented, annually, to the Arizona Behavioral Health Planning Council for their review and recommendation on how these numbers effect overall planning decisions for behavioral health services in Arizona. Affordable housing, with supportive services, has been a part of the long-range plan for behavioral health services in Arizona. The State has been instrumental in securing HUD grants for housing in the metropolitan areas.

The plan to serve dually diagnosed consumers is addressed in the Intended Use Plan for each geographic area. Since the RBHAs and PATH contractors are also responsible for substance abuse programs, as well as programs for adults with serious mental illnesses, the working relationships are already formalized. The case managers have the ability to secure needed substance abuse services from within their own system. In addition, the State of Arizona continues to implement a statewide initiative to provide integrated treatment for persons with co-occurring disorders. Services to homeless persons with co-occurring disorders are a specific component of the initiative.

All of the PATH providers recognize the importance of having staff who have first hand experience in the problems faced by persons who are homeless. All of the contracted providers are required to have consumer and family members on their boards of directors. All three of the providers in Arizona have staff who are either formerly homeless or who are consumers of services for the seriously mentally ill. The State also has several mechanisms for gaining consumer and family input into their programs. The Arizona Behavioral Health Planning Council has representation of consumers and family members.

B. (7). State Support of Training

The state provides technical assistance and training for the PATH funded staff. This is part of the quarterly PATH meetings where presentations are given. For example at the meeting in February 2004, several presentations were given from the SAMHSA-sponsored conference in Phoenix, Arizona in December 2003. Two of the three programs were not able to send staff to the SAMHSA sponsored conference; so several of the presentations were given at the all day PATH Coordinators' meeting to provide the information gathered at the conference.

Additionally, on- site technical assistance is given to the staff at the annual site reviews. In the upcoming meetings, there will be: representatives from Department of Economic Security invited to discuss the nuances of navigating the Social Security System, someone from the Arizona Health Care Cost Containment System, the Medicaid agency, to discuss the enrollment process, and someone to discuss the HMIS system.

B. (8) Source of the Required Matching Non-Federal Contributions:

The required non-Federal contributions are from the Seriously Mentally Ill Non-Title XIX/XXI appropriations. These funds provide the state's share of the required \$1 for each \$3 of Federal funds provided. The state contribution will be available at the beginning of the grant period.

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B. (9). Opportunity for Public Comment

Copies of the FY 2004 PATH Application will be provided to the State Behavioral Health Planning Council, which includes consumers, providers, family members of consumers, and representatives of other state agencies including: The Arizona Health Care Cost Containment System, Arizona Department of Economic Security, Offices of Rehabilitative Services Administration and Administration for Children, Youth and Families, and the Arizona Department of Housing.

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C. LOCAL PROVIDER INTENDED USE PLANS:

I. Southwest Behavioral Health Services

Southwest Behavioral Health Services (SWBH) is a private non-profit community behavioral health agency that has served as a leading provider in the state of Arizona for over 30 years. Southwest Behavioral Health Services Homeless Outreach Program serves the metropolitan areas of Phoenix, Tempe, Mesa, Glendale and Scottsdale, as well as the smaller suburban areas and rural areas of Maricopa County, which covers a 9,300 square mile area.

Southwest Behavioral Health Services is requesting \$483,325 in Federal funding, and \$169,808 in State funding for a total of \$653,133. These funds will be use to continue operation of the Homeless Outreach Team, which employed 11 individuals to conduct aggressive outreach, establishing and maintaining contact with people who are homeless and have a serious mental illness, and/or dually diagnosed. In this upcoming year, a new outreach worker will be hired with the increase in funding, bringing the total number of individuals in the SWBH program to 12.

Anticipated Outcomes:

Approximately 5,500 people will be contacted who are homeless.

Approximately 1,200 persons with a serious mental illness will be mainstreamed into the Value Options case management services.

Approximately 750 persons with co-occurring disorders of serious mental illness and substance abuse will be mainstreamed into the mental health system.

Approximately 600 persons will be assisted into transitional or permanent housing.

The services provided by the Southwest Behavioral Health Services homeless outreach program are:

Outreach activities and Community Education

Case Management

Field assessments and evaluations

Intake assistance/ emergent and non-emergent triages

Transportation assistance

Assistance in meeting basic skills

Transition into the ValueOptions Case Management System

Interim Case Management

Referrals to alcohol and drug treatment, primary health services, rehabilitation, and job training

Medication and assistance in getting prescriptions filled

Moving assistance

Housing referrals both transitional and permanent placements

Central Arizona Shelter Services (CASS), Safehaven, Church on the Streets, United Methodist Outreach Ministries, Wholelife Foundation, Paz De Cristo, Maricopa East Treatment Association, St. Vincent De Paul, Community Kitchen, City of Phoenix. Family Service Centers, Health Care for the Homeless, Project Hope, Phoenix Rescue Mission, and ValueOptions are some of the organizations that will be providing services and housing to PATH clients. PATH staff coordinates ongoing services with other service providers via formal agreements.

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The PATH team fits into the context of the community wide homeless delivery system by providing outreach services to homeless persons who avoid contact with shelters, or human services agencies. PATH will coordinate services with the above named organizations through weekly site visits and direct referrals from these agencies.

PATH will assist clients with housing by providing technical assistance in the application process, coordination of housing services, motel vouchers, security deposits, application fees, and 1-time only "Move-In, Keep-In" assistance. PATH is currently working with the Probation Department to expedite services for those individuals with a history of mental illness being released from incarceration. CASS case management is also identifying those recently released from jail or prison with a history of mental health treatment, and referring them to PATH for screening and assessment. PATH is utilizing the Terros Ladder Program and Extended Evaluation Program to assist those that may be dually diagnosed, but are awaiting SMI determination. This program provides outpatient counseling and therapy to clients who have mental illness and substance abuse symptomology. PATH is working closely with CASS's family shelter Vista Colina to coordinate mental health services for their clients. Vista Colina provides emergency housing for PATH referrals when space is available. PATH is an integral part of the City of Phoenix's Summer Respite Program, which provides water, clothing, blankets, sunscreen, and hygiene items to the homeless during the summer months. PATH is working with the Veterans' Administration Homeless Services Department, SBH's Veterans Program, Casa Nova, and USA Vets to provide benefits assistance, medical care, emergency, transitional, and permanent housing to homeless vets. A new agency that is working with PATH is The James House. The James House is a private organization with a mission to assist disabled individuals who are able to work with housing and employment issues. The James House will house PATH clients that have no income but are able and willing to work, and placement is usually immediate.

Current gaps in services continue to include limited family shelter beds. The number of homeless families appears to be on the rise, with a noticeable increase in cases involving domestic violence, especially when one (1) or more members of the family has a mental health or substance abuse problem, therefore creating an increase in the number of homeless women with children. The lack of available services for this population is best illustrated by the increased number of homeless youth on the streets whose parent(s) are often substance abusers and/or mentally impaired. Increasingly, there is still a need for more services for elderly homeless individuals, particularly in the area of housing and medical care. Elderly individuals often do not meet the medical criteria for Arizona Long Term Care Services (ALTCS) because many are not old enough for Medicare. There also are growing numbers of elderly homeless who have, or have had, a severe substance or alcohol dependency. With the combination of their organic disorders and mental health problems, this population is among those at greatest risk. The PATH Outreach Team will be expanding its outreach efforts to this population and will continue advocating for community and state resources for assistance in these areas. Other areas that present a challenge to PATH's efforts are:

- Increase number of homeless individuals and families moving to Maricopa County
- Increase in HIV/AIDS among the homeless and abandoned and/or runaway youth
- Lack of affordable permanent and affordable housing
- Limited S/A treatment Programs for low/no income individuals
- Minimum services available for undocumented individuals
- Limited number of shelter beds during the summer months
- Limited number of family shelter beds

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Limited Emergency housing and drop-in centers
Counseling, job placement and treatment for those with a criminal history, sexual offenders released from prison.

ValueOptions, the Regional Behavioral Health Authority with which SWBH contracts, has contracts with a variety of agencies throughout Maricopa County to provide housing options to

people who are homeless. ValueOptions has the following types of housing services available: twenty-four hour supervised residential care, semi-supervised residential, supported living apartments and independent housing. Persons with a serious mental illness and who are homeless receive priority for housing openings. The mainstream mental health system has 775 residential slots. ValueOptions also assists in funding three different shelters for person who have behavioral health problems. One shelter is only for persons who have a serious mental illness and are homeless; the other two are transitional programs for persons who are homeless, one of which is for persons who are both Seriously Mentally Ill and HIV only. They also have a Safe Haven Program that provides housing and services homeless people with a dual diagnosis. Local shelters such as CASS, Safe Haven, UMOM, Mother Teresa, and Church on the Street are local agencies that we collaborate with when seeking shelter for our consumers.

Anticipated gaps continue to include:

- Services for homeless pregnant females with Serious Mental Illness
- Services for homeless families, specifically those homeless due to domestic violence
- Another critical area of need for homeless individuals with a serious mental illness is for those that have substance abuse issues. This gap in service includes not only residential treatment but also outpatient services that can deal with the combined issues of homelessness, substance abuse and serious mental illness.

The largest gap in the service delivery system is in the area of services to individuals that are homeless and dually diagnosed. Southwest Behavioral Health Services has been very successful in identifying and establishing contact with persons who are homeless and have a dual diagnosis by using the PATH outreach team. Maricopa County Health Care for the Homeless and Another Chance are additional homeless outreach programs specifically designed for substance abusers. The PATH team collaborates with these organizations to serve and outreach the population. There are limited services available that can meet the complex needs of persons who are homeless and have a dual diagnosis. The first need is for safe shelter. Because many shelters will not take people who are intoxicated, people with a dual diagnosis often end up on the streets or in jails. There are inpatient beds available for treatment of persons with a dual diagnosis, although limited in number. There can be a several month waiting period for a bed so the Southwest Behavioral Health Services outreach team is aggressive in maintaining contact with these clients and advocating for available treatment slots. In addition to the 32 beds, there are 23 sort beds available for detox throughout the ValueOptions Crisis system. Though not part of ValueOptions Crisis system, NOVA Safe Haven operates a day program for 50 individuals and they have a total of 25 beds for the seriously mentally ill.

The PATH staff makes recommendations for referrals to ValueOptions specialty clinical teams that serve people with substance abuse problems. There are three specialty clinical teams providing services to this population: Stargate Village, which provides comprehensive services to persons with substance abuse problems, whom are willing to seek employment; the

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ValueOptions Forensics Team, which works directly with criminals to provide case management to people who are diagnosed with a co-occurring disorder; and the Homeless Case Management Team (Washington House) for people who are homeless and are treatment resistant. The Path Outreach Team is very aggressive in maintaining contacts with people who are on waiting lists and continue to advocate for the person's acceptance into a substance abuse program. ValueOptions continues to work with the community to develop a more comprehensive service delivery system for people who co-occurring disorders.

The strategies found to be most effective in reaching the "hardest to serve" homeless persons consist of the following actions / attitudes:

Respect

Being non-judgmental (unconditional positive regard)

Active listening

Being authentic or genuine

Demonstrating patience and consistency to establish trust / rapport

Immediate assistance with basic needs (food, water, clothing, safety, shelter, health)

Advocacy for entitlements (SSI, GA, VA, AHCCCS, etc.)

Frequent face-to-face contact (preferably where the person is located)

Thorough explanation of rights, responsibilities, and services available

Being supportive through the intake / evaluation process

When necessary taking the evaluation process / service to the person

Providing interim case management as needed to assist in transition to permanent case management services

Humor, and the ability to laugh and smile

Being culturally sensitive

The ability to provide bilingual / interpretive services

Being sensitive to the stigma of being labeled as Seriously Mentally Ill

Utilizing Motivational Interviewing Skills

Identifying where our client is in terms of the Stages of Change

The PATH staff members participate in the HUD Continuum of Care (CoC) program by attending all meetings and being active in local planning. Although there is no funding from the CoC program, PATH provides valuable information such as demographics, trends, and local information that reflect the input from persons served. PATH staff members participate on a monthly basis.

The PATH staff members are representative of the racial/ethnic diversity of the clients they serve, and they receive periodic training in cultural competency. Fifty percent of the staff are individuals who, themselves, have experienced homelessness. Of the 12 PATH staff members, 4 are female, 3 are Hispanics and Bilingual, 4 Black and 4 are Caucasian. Their ages range from the late twenties to early fifties. Six PATH staff members have 17+ years each of experience working with the homeless and Serious Mentally Ill populations.

Clients are involved fully in their treatment planning process from beginning to end, and PATH welcomes and encourages family involvement whenever possible. There is the utilization of customer satisfaction surveys and solicitation of client and family input. There is also a database maintain that processes specifically tracked information pertinent for PATH program. This program is designed specifically for PATH, and should increase the accuracy of Federal data reporting requirements. Currently PATH is attempting to hire a part-time Peer Support staff member to assist in the outreach efforts. In addition, PATH has one staff member on-site at

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Community Bridges 2 days/week or as needed, to provide screenings and mental health assessments to clients after detox. Community Bridges works closely with PATH in providing detox and substance abuse treatment to PATH team referrals. Our Connection to Care nights continue to be scheduled with the City of Phoenix every other month. The success of this program has lead the Mesa Police Department to express an interest in PATH expanding this operation to their community. Mesa is the third largest city in Arizona. Frequency and locations to still be determined, but a pilot run is scheduled for this summer. PATH's participation with the pilot program at the new Day Resource Center (DRC) is such a success that PATH will be hiring another staff member to have two full time PATH team members on site there. The PATH team at the DRC will be providing initial assessments and in essence be the gatekeepers for the

DRC. There will be several homeless agencies at the DRC, such as Healthcare for the Homeless, DES, ValueOptions, Community Bridges, etc. The PATH staff will be the first individuals whom a client will encounter. After providing an initial assessment, the customer then will be directed to the most appropriate agency to meet the customers' immediate need(s). The PATH staff member, due to having the most experience in knowing all available resources, will drive all of this and being in the best position to ensure that the customers needs are address as quickly as possible. In the most general vision, the DRC is going to be a place where supportive services will be offered to individuals experiencing homelessness by providing a safe, daytime refuge at the minimum as well as resources to engage hard-to-reach homeless adults, facilitating access for all to basic needs and opportunities for self-sufficiency. All of these efforts are being made in the interest of not only the homeless customer but the local community as well. These efforts will assist the homeless customer in becoming a part of their local community in becoming a vital participant. The Day Resource Center, which will be located on the new Homeless Campus, is scheduled to open in December of 2004.

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II. Community Partnership of Southern Arizona providing funding to La Frontera RAPP

1. The Community Partnership of Southern Arizona (CPSA) is the Regional Behavioral Health Authority for five counties in Southern Arizona. PATH funds are forwarded from CPSA to RAPP Project CONNECT, a program of La Frontera Center, Inc. La Frontera Center is a private, nonprofit community behavioral health provider. The RAPP team serves metropolitan Tucson, as well as the smaller suburban and rural communities in Pima County.
2. La Frontera Center, Inc. will receive \$271,825 in Federal funds, \$92,408 in State funds for a total of \$364,233. Additional funding for FY2004 will be used to employ an additional full-time case manager, which will allow existing staff to spend more time conducting homeless outreach. The RAPP clinical supervisor who is also a Registered Nurse, will accompany the outreach case manager one morning per week to provide outreach to homeless camps in and around Tucson. The R.N. will assess individuals in the homeless camps for behavioral health/physical health issues, and provide referrals, and/or other intervention as needed. Homeless individuals who choose to camp in remote desert areas often have numerous healthcare needs that go unmet, and are often unable or unwilling to access traditional healthcare facilities. Being able to provide nursing support such as a blood pressure check, a band-aid, sunscreen, or a bottle of water to these individuals "in the field" would also be another engagement strategy for building trust and rapport. A homeless individual who is unwilling to interact with a case manager, may be willing to interact with a nurse, especially if they are experiencing unmet health concerns. This outreach team would be providing a service that is currently non-existent in the Tucson area.
3. (a) Through the use of FY2004 PATH funds, an estimated 3,000 contacts will be made for outreach to individuals who are homeless and have a serious mental illness, and who may have a co-occurring substance use disorder. An additional estimated 65 individuals will complete an intake and be formally enrolled in treatment services, will receive intensive case management services for a period of approximately 3-6 months, and will be transitioned into mainstream behavioral health services. These individuals will also be followed under RAPP's Critical Time Intervention Program for up to 9 additional months.

(b) Services to be provided through the use of FY2004 PATH funds include the following:
 - OUTREACH: In this component the RAPP team is proactive in seeking out homeless individuals with serious mental illness in street and homeless camp outreach. The RAPP team conducts street outreach in the downtown Tucson areas where the homeless tend to congregate. The RAPP outreach team is often contacted by members of the Tucson Police Department, downtown business people, churches, and concerned citizens, and family members to respond to a specific area to assess a homeless individual, and every effort is made to accommodate these requests. The RAPP team visits areas that the homeless use as camps, and various places in the city where homeless individuals choose to live, including washes, riverbeds, vacant lots, drainage tunnels, and undeveloped desert areas located near main thoroughfares.

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When individuals are encountered in these settings, the team makes every effort to engage, interact with, and assesses the needs of the individual. The team provides individuals with basic supplies: blankets, hygiene kits, hats, gloves, clothing and water. Historically, it is from this point of contact in the individual's environment that new participants have entered the RAPP program. The RAPP team also conducts weekly outreach clinics at the Salvation Army Hospitality House, and Casa Paloma Women's shelter.

- **REFERRALS:** The RAPP team receives referrals from a variety of sources including agencies that provide services to the homeless such as Primavera Shelter, Gospel Rescue Mission, Bethany House, Salvation Army, and Casa Maria, and other agencies such as Southern Arizona Mental Health Center, the Pima County Jail, the Veteran's Administration, the Tucson Police Department, the Pima County Sheriff's Department, the departments of probation and parole, the Arizona Department of Corrections, Community Partnership of Southern Arizona, and others. When a referral is made, a member of the RAPP team travels to the location to meet with the individual, explains the program in terms the consumer can understand, and conducts a prescreening assessment to determine the individual's needs.
- **ENGAGEMENT/ASSESSMENT:** During this phase, RAPP staff attempt to maintain regular contact with the homeless client. Often, these individuals have been victimized on the streets and may present with only the clothes they are wearing. Robbery and violence among this population is not uncommon. RAPP staff can assist during this phase by providing support such as assistance with obtaining identification and tuberculosis testing, referrals to shelter, hygiene items, etc. During the engagement phase, RAPP staff assess for symptoms of mental illness and substance abuse, and may send for past treatment records. These individuals may be referred to the Sonora House "Safe Haven" day treatment program where they are provided with breakfast and lunch, showers, laundry facilities, and limited case-management services. Assessment of contacted homeless individuals usually begins on first contact, in the streets or homeless camps, the RAPP drop-in center, or the Pima County Jail. RAPP staff, including our part-time psychiatrist, work as a team to engage and assess Path clients. Clients who are assessed and determined to not have a serious mental illness are referred to a general mental health and/or substance abuse program as needed. These clients may be supported with a bus pass to their appointment, referrals to shelter, healthcare, Department of Economic Security, etc. Individuals determined to have symptoms of a serious mental illness, with or without a co-occurring substance use disorder will be offered enrollment in the RAPP program, and provided with intensive case management services. Individuals assessed to be in need of crisis services are referred to Southern Arizona Mental Health Center.
- **INTENSIVE CASE MANAGEMENT:** Clients who complete an intake and are enrolled in the RAPP program receive intensive case management services. Clients are expected to meet with their case manager at least weekly, meet with the R.N. weekly for medication management, and meet with the RAPP psychiatrist monthly. Case management services include, but are not limited to assistance with obtaining identification documents, applying for entitlements such as food stamps, general assistance, AHCCCS, SSI/SSDI (case managers

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usually accompany clients to these appointments to help with the paperwork); coordination of health care, such as referral to El Rio Healthcare for the Homeless program, or obtaining a Primary Care Physician once healthcare benefits are in place; placement in shelter, such as the Salvation Army

- Hospitality House, or Sonora House “Safe Haven” where 10 male and 5 female beds are available for the “hard to reach” homeless who are unable to stay in traditional shelter settings; assistance with locating and obtaining permanent housing; accessing individual and group counseling and substance abuse treatment; and linking the individual with other local social service agencies to meet the individual’s specific needs. RAPP contracts with the Salvation Army Hospitality House for both crisis and transitional shelter beds, and RAPP provides after-hours consultation to the Salvation Army staff. RAPP clients transitioned into mainstream S.M.I. services are followed and provided limited support for up to 9 months after exiting the program.
 - **SUBSTANCE ABUSE TREATMENT:** Individuals with co-occurring disorders are referred to RAPP’s Wellness and Recovery Specialist. Services include 2 acu-detox clinics (one at the RAPP drop-in center, and one at Sonora House “Safe Haven”) 4 days per week, group therapy, individual counseling, reiki, and reflexology. RAPP’s two outreach case managers have recently passed their Certified Substance Abuse Counselor examination, and are awaiting certification. This will allow RAPP to provide more substance abuse counseling. Three out of five RAPP team staff are Acupuncture Detoxification Specialists, and are able to fill-in to provide acu-detox services in the absence of the Clinical Specialist.
 - **CRITICAL TIME INTERVENTION (CTI):** RAPP’s Critical Time Intervention program has been in effect since 1999. The purpose is to assist our clients during the time they are being discharged from the RAPP program to provide support during this time of transition when clients are vulnerable and at risk of dropping out of treatment. C.T.I. is based on the premise that a well-timed intervention can influence the evolution of the relationship between the client and the new service provider. RAPP outreach teams encounter former clients in the drop-in center, streets, shelters, and social service sites throughout the city. They take this opportunity to assess a client’s engagement with new service providers in their ongoing efforts to facilitate this process. For up to a maximum of 9 months after discharge from RAPP, the C.T.I. program assists clients in establishing durable systems of support with new treatment providers.
 - **REQUEST TO LOCATE:** This is a service RAPP provides without charge to all behavioral health providers, social service organizations, and family members who may have lost contact with a homeless individual. RAPP team staff actively look for these individuals who have “fallen through the cracks” during homeless outreach and attempt to reconnect them with case managers and/or family members.
- (c) The RAPP team collaborates with all agencies providing services to the homeless population in Tucson, including but not limited to Traveler’s Aid, El Rio Health Center, Jackson Employment Center, Rise, Casa Maria, Primavera Relief and Referral, and often refer clients to consumer-run behavioral health programs including Nueva Luz and Our Place Clubhouse. RAPP staff are active members of Tucson Planning Council for the Homeless, and Community Outreach Service Alliance.

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- (d) Gaps in the current system continue to include the lack of affordable, supportive housing based on a harm-reduction model for the dually diagnosed clients who are not maintaining abstinence, convicted felons, and convicted sex offenders. Most subsidized housing programs will not accept individuals with a criminal record.

There continues to be only one (faith-based) program in Tucson that will accept any level sex offender, and this program is usually at capacity. Another gap in the system is the lack of programs that provide bus passes, which leaves the homeless with no transportation to services. There continue to be no shelter beds available (with the exception of Sonora House "Safe Haven") for individuals who are actively using drugs and alcohol. There continues to be a severe need for preventative and restorative dental care for the homeless. El Rio Healthcare for the Homeless has been able to provide dental care for 2 RAPP clients this year, but since this care is provided by volunteer dentists, they only accept one referral per month for the entire homeless community.

- (e) Services available for clients who have both a serious mental illness and a co-occurring substance use disorder may be provided with a full range of intensive case management services, as well as 1:1 counseling, acu-detox, reiki, reflexology, and referrals to A.A., N.A., and S.M.A.R.T. Services are recovery focused and based on a harm-reduction model.

- (f) Strategies for making suitable housing available to Path clients include referrals to Traveler's Aid, assisting clients with applications for Section 8, City of Tucson, and other subsidized housing programs. Clients with little or no income are assisted to pursue employment or obtain entitlements if they are unable to work. In addition to the above-mentioned housing programs, RAPP staff have established relationships with independent landlords who offer affordable rental rates, minimum deposits, and do not require extensive financial or criminal background checks.

- 4. RAPP Project CONNECT continues to increase it's community involvement by providing education and support to a variety of local agencies including conducting crisis intervention training at the Tucson Police Academy, monthly release planning with the Arizona Department of Corrections, and education and support to the downtown division of the Tucson Police Department. RAPP Project CONNECT is an active, voting member of Tucson Planning Council for the Homeless. One RAPP case manager sits on the Winter Shelter committee, and the RAPP clinical supervisor attends monthly meetings and assists on projects. All 5 RAPP staff volunteered their time to provide case management assistance to homeless individuals during Operation Deep Freeze, and RAPP staff assisted Tucson Planning Council for the Homeless with the homeless street count.
- 5. Recent demographic information for the city of Tucson reveals that Tucson has a population that is 54.2% white or Caucasian, 35.7% Hispanic or Latino, and 5.3% black or African-American. The RAPP team employs individuals from diverse cultural backgrounds in an effort to provide services that are culturally sensitive, appropriate, and competent in approach, content, and delivery. RAPP team staff range in age from 24-55 years of age. Two staff members are Hispanic, one is African-American, one is Puerto Rican, and one is Caucasian. Four staff members are Spanish speaking, and the

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psychiatrist is fluent in Spanish and French. One staff member was homeless for 6 years. La Frontera Center, Inc. is a nationally recognized leader in the field of cultural competence for behavioral health organizations, and all RAPP team staff receive yearly training on cultural competence. When interacting with clients whose needs exceed the cultural competence of RAPP staff, input is sought from professionals and other community resources that can provide appropriate direction for the client's specific needs.

6. All RAPP clients are active participants in their treatment. RAPP case managers meet with their clients weekly, and more often as needed. RAPP clients meet with the clinical supervisor/R.N. weekly for medication monitoring, and more often if medical/medication issues arise. Informal feedback is elicited from clients and family members on a continuous basis, and formal feedback is elicited in the form of quarterly satisfaction surveys. RAPP Project CONNECT will continue to involve clients in educating the community about issues of homelessness, mental illness, and substance abuse. Although many of our clients have lost contact with family, RAPP staff attempt to involve family members, whenever possible, in the client's treatment, and assist clients who wish to re-establish contact with family.

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III. Northern Arizona Regional Behavioral Health Authority (NARBHA) providing funding to Mohave Mental Health Clinic, Inc. (MMHC)

1. Mohave Mental Health Clinic is the contracted provider for the PATH grant in Northern Arizona. This is only the second year of operation for this program having started its PATH operations on July 1, 2003. Mohave Mental Health Clinic provides mental health services to children, families, persons with a serious mental illness, persons with a co-occurring disorder, persons with substance abuse disorders and the population of general mental health services. In addition, Mohave Mental Health Clinic also has a sub-acute inpatient facility located in the city of Kingman. The PATH program contract is between Northern Arizona Regional Behavioral Health Authority and Mohave Mental Health Clinic. Mohave Mental Health Clinic serves Mohave County in northern Arizona with clinic sites in Kingman, Bullhead City and Lake Havasu City. Statistically, Mohave County is one of the fastest growing counties in Arizona. The climate is such that it appeals to many who wish to establish residence. The application of PATH funds for fiscal year 2004-2005 will be extended to include the entire county, not limited to the one city of Kingman and staff will be added to enhance outreach in these communities. The evident need for these dollars to provide outreach to the homeless is exacerbated by the fact that the cities of Kingman and Lake Havasu City parallel the Interstate 40 corridor. Bullhead City borders Needles California and the Nevada city of Laughlin, a community across the Colorado River that has been developed around casinos. As a result, there are a significant number of transients that "pass through". Outreach to these people in need is critical and PATH dollars will provide the opportunity to intensify and expand contact and outreach.
2. The agency will receive \$119,533 in funding for this program. The budget for this program is attached. The additional funding will be used to expand the geographic region served to all of Mohave County. Another staff position will be developed to assist in the outreach efforts in the areas of Bullhead City and Lake Havasu City.
3. Plan to services:
 - a. The clinic plans to serve at least 500 eligible PATH clients. The percentage of clients who will be served with PATH funds that are projected to be literally homeless in Mohave County is 100%. Of these 15-20% are in shelters.
 - b. Specific services to be provided include outreach, referral, advocacy, document processing assistance, housing search and transportation. In addition, PATH staff will be able to offer mental status assessments, mental health counseling, and substance abuse counseling.
 - c. There are no major existing programs that provide all of these services to eligible PATH clients in Mohave County. Through collaborative efforts with the local shelter, food pantry, Salvation Army and the Police Department referrals to needed services are multi-systemic, and strong advocacy is a key to obtaining services for the homeless. Meetings at the shelter with the homeless as well as networking activities among social service programs provides the most successful route to directing those in need to the appropriate links to service.
 - d. Gaps in the current service system are in the arenas of physical health and dental health. It is difficult to establish a network of pro-bono providers for such services. Also, the financial strains on social service systems have resulted in a proposed reduction of services.

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- e. Services for clients who have a serious mental illness and a substance abuse disorder include aggressive outreach coupled with ongoing case management services and referrals to outpatient substance use and mental health services both within the Mohave Mental Health Clinic system as well as through providers in the community outside of the Mohave Mental Health Clinic system.
 - f. Strategies for making suitable housing available for PATH clients include referrals to the Mohave Mental Health Clinic's housing services. Within Mohave Mental Health Clinic there are three housing programs. Two are 24 hour supervised residential facilities (Sheldon House and New Beginnings) and one housing program is an independent living program with supports (Silver Street Apartments). An apartment at the Silver Street Apartments has been designated for PATH program referrals. This apartment is to be utilized for individuals who transition from PATH to enrollment at MMHC. The three housing projects running at Mohave Mental Health Clinic have diverse programs that include intensive case management and wrap around services. Referrals are also made to local providers who can assist with some of the supportive services that the client may need, as well as identify other community supports.
4. Mohave Mental Health Clinic through the PATH program has been involved in a multi-agency approach to service delivery to ensure that the homeless population is effectively and adequately served. Coordination between local providers is one of collaboration and support with mutual goals and utilization of existing resources. Quarterly meetings are held that provide a forum for information exchange and networking. There are representatives from community activist networks; the Police Department; the local mission; the women's shelter; the Salvation Army and the PATH project coordinator. Discussions include identifying evident needs in the community and ways to address those needs through creative and collaborative brainstorming.
5. Mohave County includes the areas of Kingman, Bullhead City and Lake Havasu City. Smaller communities such as Chloride; Peach Springs; Dolan Springs and Hackberry are also within the Mohave Mental Health service area. Kingman is a community that is growing with more working families and children. Bullhead City is a community that runs adjacent to the Colorado River. Across the river in Nevada is the community of Laughlin. Laughlin is a town in Nevada that is built on the establishment and revenue of casinos and is compared to a small scale Las Vegas. Many of the residents of Bullhead City are employed by the casino industry in Laughlin. Lake Havasu City is a community that has a majority population of retirees, drawn there by the warm climate. Staff from Mohave Mental Health Clinic is representative of each of these communities, some often choosing to work in Kingman and reside in another community i.e. Lake Havasu City. All staff at Mohave Mental Health Clinic is required to attend annual training in the area of cultural competence.
6. The intent of the PATH project is to include input into programs and services in the community from homeless consumers and their families. Regular meetings will be held at the mission (homeless shelter) to solicit information from homeless consumers. This information will assist the PATH project coordinator in identifying gaps in services and expanding the network of potential service providers in the community. Family support groups will also provide input into identifying needs specific to families who are homeless.

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There is also a plan to design and implement a survey to tap into issues that have not been brought to light but need to be addressed. The intent is to have homeless consumers administer the survey to other homeless in an effort to have more comprehensive outreach with successful outcomes. This will also serve to have the capability to reach further into the needs, and wants, of those who are homeless. There is a focus on having some of the homeless consumers become a more active part in engaging other homeless to attend programs that might provide assistance, as well as encourage participation on local advisory boards (i.e. the local mission).

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APPENDIX A

PATH Report (Name of Program)

Quarter

FY 10/1/03-9/30/04

		1st	2nd	3rd	4th	total
Contact Information						
A.	Number Persons Outreached					0
B.	Number Persons Referred					0
C.	Number persons enrolled in PATH					0
D.	Number outreached, not enrolled					0
E.	Number outreached, not enrolled -not eligible					0
Carry Over From Previous FY						0
Services - Enrolled PATH Only		Code				0
A.	Outreach					0
B.	Screening & Diagnostic treatment					0
C.	Habilitation/rehabilitation					0
D.	Community mental health					0
E.	Alcohol/drug treatment					0
F.	Number people trained					0
G.	Case management					0
H.	Supportive/supervisory services in residential setting					0
I.	Referrals					0
J.	Planning of housing					0
K.	Cost associated/matching eligible homeless individuals/housing					0
L.	Technical assistance in applying for housing					0
M.	Improving coordination of housing services					0
N.	Security deposits					0
O.	One-time rental payments to prevent eviction					0
P.	Other					0

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DEMOGRAPHICS

Race		1st	2nd	3rd	4th	total
A.	American Ind/Alaska Nat.					0
B.	Asian					0
C.	Black/African American					0
D.	Hispanic or Latino					0
E.	Hawaiian/Pacific Islander					0
F.	White					0
G.	Other					0
Age						
A.	>13					0
B.	13-17					0
(Child Only)	13-15					0
	16-17					0
C.	18-34					0
D.	35-49					0
E.	50-64					0
F.	65-74					0
G.	Plus 75					
Sex						
A.	Male					0
B.	Female					0
Primary Diagnosis - Axis I						0
A.	Schizophrenia					0
B.	Other Psychotic Disorders					0
C.	Affective Disorders					0
D.	Personality Disorders					0
E.	Other Serious Disorders					0
(Child Only) ADHD						0
ODD						0
Adjustment Disorder						0
Conduct Disorder						0
Other						0

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		1st	2nd	3rd	4th	total
Substance Abuse						0
A.	Co-occurring					0
B.	Non co-occurring					0
Housing at First Contact						
A.	Outdoors					0
B.	Short-term Shelter					0
C.	Long-term Shelter					0
D.	Own/Someone else's home					0
E.	Hotel/SRO/Boarding House					0
F.	Halfway House/Residential Tx					0
G.	Institution					0
H.	Jail					0
I.	Other					0
Time Outdoors at First Contact						0
(A + B Housing First Contact = Time Outdoors)						0
A.	Less than 2 days					0
B.	2 - 30 days					0
C.	31 - 90 days					0
D.	91 - 1 year					0
E.	Over 1 year					0
Veteran Status						0
A.	Veteran					0
B.	Non-Veteran					0
Familial Status						0
A.	Single					0
B.	Family					0
Other						0
A.	MR/DD					0
B.	HIV+					0
C.	Hep C					0
D.	Jail/Prison past 12 months					0
E.	Deaf					0
F.	Juvenile Justice					0
G.	Psych. Hosp. Past 12 mo					0



CERTIFICATE OF INSURANCE

**ARIZONA DEPARTMENT OF
HEALTH SERVICES**
1740 W. Adams, Room 303
Phoenix, Arizona 85007
(602) 542-1040
(602) 542-1741 Fax

Solicitation No: HP532179

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE DEPARTMENT, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW, THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY LIABILITIES OR ANY OTHER CONTRACTOR OBLIGATIONS

NAME AND ADDRESS OF INSURANCE AGENCY	A	COMPANY LETTER	COMPANIES AFFORDING COVERAGE
	B		
Name And Address of Insured	C		
	D		

This is to certify that the policies of insurance listed below have been issued to the insured named above and are in force at this time

Company Letter	Type of Insurance	Policy Number	Policy Expiration Date	Limits of Liability Minimum – Each Occurrence	
	<input type="checkbox"/> Comprehensive General Liability <input type="checkbox"/> Premises Operations <input type="checkbox"/> Contractual <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Products/Completed Operations <input type="checkbox"/> Personal Injury <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Explosion & Collapse (If Applicable) <input type="checkbox"/> Underground Hazard (If Applicable)				
	<input type="checkbox"/> Comprehensive Auto Liability Including Non-Owned (If Applicable)				
	<input type="checkbox"/> Umbrella Liability				
	<input type="checkbox"/> Workmen's Compensation and Employer's Liability				
	<input type="checkbox"/> Other				

State of Arizona and the Department named above are added as additional insured as required by statute, contract, purchase order or otherwise requested. It is agreed that any insurance available to the named insured shall be primary of other sources that may be available.

It is further agreed that no policy shall expire, be canceled or materially changed to affect the coverage available to the State without thirty (30) days written notice to the State. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

Name and Address of Certificate Holder:

Date Issued _____

Authorized Representative

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and , _____ a corporation organized and existing under the laws of the State Of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the State of Arizona, (hereinafter called the Obligee) in the Amount of _____ (Dollars) (\$_____), for the payment whereof, the said Principal and the Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.(hereinafter called Principal), as Principal, and, a corporation organized and existing under the laws of the State Of _____, with its principal office in the City of _____, (hereinafter called the Surety), as Surety, are held and firmly bound unto the State of Arizona, (hereinafter called the Obligee) in the Amount of _____ (Dollars) (\$_____), for the payment whereof, the said Principal and the Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Obligee, dated the _____ day of 19_____, for the material, service or construction described as which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said contract during the original term of said contract and any extension thereof, with or without notice to the Surety and during the life of any guaranty required under the contract, and shall also perform and fulfill all undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, notice of which modifications to the Surety being hereby waived; then the above obligations shall be void, otherwise to remain in full force and effect. The prevailing party in a suit on this bond shall recover as part of his judgment such reasonable attorney's fees as may be fixed by a judge of the Court

Witness our hands this _____ day of _____ 20

Principal

Seal

BY Surety

Seal

BY

Agency of Record